

PRODUCT: 77 tubes of *epinephrine hydrochloride* at Jersey City, N. J. The article consisted of a small tube containing epinephrine intended for insertion into a hypodermic syringe for injection purposes. Examination showed that the article was contaminated with undissolved material.

LABEL, IN PART: "1 cc. Size Epinephrine 1:1000."

NATURE OF CHARGE: Adulteration, Section 501 (b), the article purported to be a drug "Epinephrine Hydrochloride Injection," the name of which is recognized in the United States Pharmacopoeia, an official compendium, but its quality and purity fell below the standard set forth therein.

DISPOSITION: September 23, 1946. No claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

2026. Adulteration and misbranding of Pyo-Gon. U. S. v. 45 Bottles of Pyo-Gon. Default decree of destruction. (F. D. C. No. 21004. Sample No. 25767-H.)

LABEL FILED: September 19, 1946, District of Utah.

ALLEGED SHIPMENT: On or about May 16, 1946, by Fred M. Potts and Co., from Los Angeles, Calif.

PRODUCT: 45 pint bottles of *Pyo-Gon* at Salt Lake City, Utah. Examination showed that the product possessed no significant antiseptic properties. The product contained free phenol and less than $\frac{1}{23}$ of 1 percent of iodophenol.

LABEL, IN PART: "Pyo-Gon Iodophenols No Free Phenol or Iodine * * * Analgesic Antiseptic Non-irritating Non-toxic."

NATURE OF CHARGE: Adulteration, Section 501 (c), the strength and quality of the product differed from that which it purported and was represented to possess, i. e., "antiseptic," since the product was not an antiseptic.

Misbranding, Section 502 (a), the label statements, "Iodophenols No Free Phenol * * * Antiseptic," were false and misleading since the product contained no substantial portion of iodophenol, but did contain free phenol, and possessed no significant antiseptic properties. Further misbranding, Section 502 (a), the label designation "Pyo-Gon" was false and misleading since it represented and suggested that the article would be effective in overcoming conditions characterized by the presence of pus, whereas the article would not be effective for such purpose.

DISPOSITION: November 9, 1946. No claimant having appeared, judgment was entered and the product was ordered destroyed.

2027. Adulteration and misbranding of Old Hickory Ointment. U. S. v. 35 Jars and 203 Jars of Old Hickory Ointment. Default decree of condemnation and destruction. (F. D. C. No. 20597. Sample Nos. 48896-H, 48897-H.)

LABEL FILED: August 1, 1946, Northern District of Alabama.

ALLEGED SHIPMENT: On or about April 9 and June 3, 1946, by the Old Hickory Medicine Co., from Chattanooga, Tenn.

PRODUCT: 35 $1\frac{1}{4}$ -ounce jars and 203 $\frac{1}{2}$ -ounce jars of *Old Hickory Ointment* at Birmingham, Ala. Examination showed that the product consisted essentially of zinc oxide, salicylic acid, calomel, carbolic acid, camphor, and menthol in a petrolatum base. It contained materially less than 1.56 percent of calomel, the amount declared on the label.

NATURE OF CHARGE: Adulteration, Section 501 (c), the strength of the article differed from that which it was represented to possess, i. e., "Calomel (A derivative of mercury) 1.56%."

Misbranding, Section 502 (a), the label statements on the jars, "Acne, Barber's Itch, Tetter * * * Eczema, Scabies * * * Psoriasis * * * Poison Ivy, Poison Oak," and the label statement on the carton of the half-ounce jars, "For the relief of many kinds of skin diseases," were false and misleading since the article would not be effective in treatment of those conditions.

DISPOSITION: September 3, 1946. No claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

2028. Adulteration and misbranding of adhesive absorbent compress. U. S. v. 274 Boxes of Justrite Dressing and 218 Boxes of Adhesive Justrite Patches. Default decree of condemnation and destruction. (F. D. C. No. 20544. Sample No. 63574-H, 63575-H.)

LABEL FILED: July 17, 1946, Southern District of New York.

ALLEGED SHIPMENT: Between the approximate dates of April 16 and May 16, 1946, by D. C. McLintock, Paterson, N. J.

PRODUCT: 274 boxes of *Justrite Dressing* and 218 boxes of *Adhesive Justrite Patchettes* at New York, N. Y.

NATURE OF CHARGE: Adulteration, Section 501 (b), the product purported to be "Adhesive Absorbent Gauze [Adhesive Absorbent Compress]," a drug the name of which is recognized in the United States Pharmacopoeia, an official compendium, but its quality and purity fell below the official standard since it was not sterile.

Misbranding, Section 502 (b) (1), the product failed to bear a label containing the name and place of business of the manufacturer, packer, or distributor; and, Section 502 (g), it was not packaged as prescribed by the United States Pharmacopoeia, since it was not packaged in such manner that sterility was maintained.

DISPOSITION: October 14, 1946. No claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

2029. Adulteration of absorbent cotton. U. S. v. 246 Cartons of Absorbent Cotton. Consent decree of condemnation. Product ordered released under bond. (F. D. C. No. 20984. Sample No. 43050-H.)

LIBEL FILED: September 12, 1946, District of Columbia.

ALLEGED SHIPMENT: On or about August 1, 1946, by the Acme Cotton Products Co., from Dayville, Conn.

PRODUCT: 246 cartons, each containing 50 1-pound packages, of *absorbent cotton* at Washington, D. C.

LABEL, IN PART: "U. S. P. Sixteen Ounce Sterilized Absorbent Cotton."

NATURE OF CHARGE: Adulteration, Section 501 (b), the article purported to be and was represented as "Absorbent Cotton," a drug the name of which is recognized in the United States Pharmacopoeia, an official compendium, but its quality fell below the official standard since it had not been freed from adhering impurities as required by the standard, but contained considerable amounts of particles of cottonseed hulls and boll.

DISPOSITION: December 2, 1946. The Acme Cotton Products Co., Inc., claimant, having admitted the allegations of the libel, judgment of condemnation was entered and the product was ordered released under bond for reprocessing under the supervision of the Food and Drug Administration.

2030. Adulteration and misbranding of prophylactics. U. S. v. 45 Gross of Prophylactics. Default decree of condemnation and destruction. (F. D. C. No. 19963. Sample No. 54513-H.)

LIBEL FILED: May 31, 1946, Western District of South Carolina.

ALLEGED SHIPMENT: Shipper and date of shipment unknown.

PRODUCT: 45 gross of *prophylactics* at Anderson, S. C.

LABEL, IN PART: "X Cello's Prophylactics."

NATURE OF CHARGE: Adulteration, Section 501 (c), the quality of the product fell below that which it purported and was represented to possess.

Misbranding, Section 502 (a), the statement "prophylactics" was false and misleading since the product contained holes.

DISPOSITION: July 3, 1946. No claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

DRUGS AND DEVICES ACTIONABLE BECAUSE OF FALSE AND MISLEADING CLAIMS*

DRUGS FOR HUMAN USE

2031. Misbranding of Testavins Tablets, Testox Tablets, and Glando-Plex Tablets. U. S. v. Veltex Co. and Irving Zulie Harris. Pleas of guilty. Fine, \$250 and costs. (F. D. C. No. 20157. Sample Nos. 455-H, 456-H, 22966-H, 23606-H.)

INFORMATION FILED: August 16, 1946, Northern District of Alabama, against the Veltex Co., a partnership, Birmingham, Ala., and Irving Zulie Harris, a member of the firm.

*See also Nos. 2001, 2004, 2007, 2008, 2010, 2015-2017, 2021-2023, 2026, 2027, 2030.